

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:
425000466

1. This Agreement is entered into between the City of Stockton ("City") and OpportunitySpace, Inc dba Tolemi ("Contractor") to provide BuildingBlocks and Slate Software Platform as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: 3/3/2025 Terminates on: 1 year from date of commencement

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 99,000.00

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Information Technology Special Terms and Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions ARPA (If applicable check box) YES

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

OpportunitySpace, Inc. dba Tolemi
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):
Andrew R Kieve 2/12/25
Authorized Signature Date

Andrew Kieve, President and CEO
Printed Name and Title of Person Signing
295 Devonshire Street, 4th Floor, Boston, MA 02110
Address

[Signature] CITY OF STOCKTON
Steve Colangelo, Interim City Manager 3/3/25
Date

ATTEST: *[Signature]*
Katherine Roland GMC, City Clerk

for

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney



BY: _____

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EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

- 1.1 OpportunitySpace, Inc. dba Tolemi (Contractor) shall provide the Stockton Police Department, Neighborhood Services Section with a mobile and web-based software platform, BuildingBlocks and the Slate Rental Registration Application for the Residential Rental Inspection Program (RRIP), to enhance the departments capabilities in three (3) key areas:
- Rental Property Registration and Management
 - Rental Property Identification
 - Vacant Property Identification

2. Project Scope

- 2.1 The Contractor shall provide a comprehensive platform to proactively identify and track vacant and foreclosed properties, streamline rental property registration, enhance code enforcement, improve communication and compliance, maintain accurate records, and promote neighborhood stability. This platform will achieve these objectives by utilizing two integrated applications: Tolemi BuildingBlocks and the Slate Rental Registration.

Tolemi BuildingBlocks application will integrate data from various sources, including City departments, utilities, external agencies, and financial institutions, to identify vacant and foreclosed properties. It will utilize an algorithm to analyze multiple factors and assign a vacancy score to properties, enabling proactive identification. The application will provide nightly updates on property status and alert City staff of new properties exhibiting vacancy indicators. Additionally, it will employ an algorithm to identify suspected rental properties based on factors such as ownership type, mailing address, and rental listings. BuildingBlocks application also features an owner linking algorithm to identify and connect LLCs and related owners, facilitating targeted outreach and compliance efforts.

The Slate Rental Registration application will provide a user-friendly online portal, branded as the City of Stockton, for property owners and managers to register rental properties, submit required information, and pay associated fees. It will enable efficient registration of multiple properties by suggesting other potentially unregistered properties owned by the same entity. The application will flag properties with outstanding issues, such as City liens or open code violations. It will automate outreach and renewal reminders for registered properties and facilitate the scheduling and management of inspections, optimizing inspector routes to minimize travel time. Additionally, it will offer an optional feature for landlords to receive

alerts about complaints or code violations associated with their registered properties, incentivizing proactive property management and registration compliance.

The implementation of this platform is expected to increase the efficiency and accuracy of property data management, improve code enforcement and compliance, reduce the number of vacant and blighted properties, enhance communication and collaboration between the City and property owners, and ultimately promote neighborhood stability and community safety.

3. Specifications

3.1 Data Integration

3.1.1 Contractor shall integrate data from various sources, including City departments, utilities, external agencies, and financial institutions.

3.1.2 Contractor shall establish and perform recurring data updates on a nightly basis, or as often as requested by the City, and share it with the City.

3.2 Application and Data Diagnostic for locating current property owner information, creating a property owner profile to assist with locating individuals under a limited liability company (LLC) and creating a property profile and uploading new data on a nightly basis.

3.2.1 Contractor shall refine/provide field mapping.

3.2.2 Contractor shall perform comprehensive application to evaluate, reconcile, and validate disparate data sets.

3.2.3 Contractor shall execute quality assurance testing of front-end BuildingBlocks application.

3.3 Slate Configuration

3.3.1 Contractor shall define information required for Residential Rental Inspection Program (RRIP) submission.

3.3.2 Contractor shall configure the citizen-facing RRIP application portal to register properties, outreach for registration renewals, payment of required fees, flag properties facilitate the scheduling and management of inspections, and ability to email directly to landlords, who can reply within the system.

3.3.3 Contractor shall define the process and workflows for approving/regulating properties subject to the RRIP.

- 3.3.4 Contractor shall configure the Slate Rental Registration application to automate and support the approval workflows for registration review/approval, inspection scheduling module, payment processing, and reporting. Contractor to define reporting information required for RRIP.
 - 3.3.5 Contractor shall provide City with a Test Environment for the purpose of City to perform testing on initial configuration of Slate Rental Registration application and provide feedback to Contractor.
 - 3.3.6 Contractor to refine configuration based on City's feedback at no additional charge.
 - 3.3.7 Contractor to migrate existing registrations into the Slate Rental Registration application.
 - 3.3.8 Contractor shall configure applications to connect with Comcate code enforcement system.
- 3.4 **Launch**
- 3.4.1 Contractor to deploy BuildingBlocks and Slate applications to Production Environment.
 - 3.4.2 Contractor shall provide virtual user training for super users and end-users, including one-on-one or small-group onboarding sessions for BuildingBlocks and Slate applications. There is no limit to the number of users or trainings. All training shall be recorded and shared with the City in electronic format.
- 3.5 **Hosting and Support (Ongoing for Term of License)**
- 3.5.1 Contractor shall host the BuildingBlocks and Slate applications and underlying database Software as a Service (Saas).
 - 3.5.2 Contractor shall provide City staff Single-Sign On (SSO) access to application(s).
 - 3.5.3 Contractor shall store and manage the applications/database and provide maintenance and updates to application(s).
 - 3.5.4 Contractor to provide ongoing customer support via channels including telephone, email, and online chat and uphold the performance standards and response times in the Service Level Agreement (Attachment A).

- 3.5.5 Contractors shall provide a recovery strategy and recovery response times (Attachment A) for the software platform.

Data Backups:

- Contractor shall perform regular backups of all critical data, including city-specific datasets and platform configurations, with multiple redundancy levels. These backups shall occur daily, and Contractor shall retain them for up to 30 days.
- Contractor shall securely store backups across geographically dispersed data centers, minimizing the risk of data loss due to localized disruptions.

Disaster Recovery (DR) Plan:

- Contractors DR Plan shall be well-documented and regularly tested. The DR Plan shall include specific procedures for identifying, assessing, and recovering from incidents such as data corruption, server failures, or network outages.
- Contractors DR Plan shall ensure that critical services, like BuildingBlocks (data integration) and Slate (process management), can be restored quickly, minimizing disruption

Failover Mechanisms:

- Contractor shall use automated failover systems for key services, ensuring that in the event of a failure, services like data integration and process management can switch seamlessly to backup systems.
- Contractor shall ensure that these systems are deployed across multiple Availability Zones (AZ) in their cloud infrastructure to ensure high availability.

Security Incident Response:

- In case of a security breach, Contractor's incident response team shall be on standby to quickly isolate affected components and restore compromised data from clean backups.
- Contractor shall conduct post-incident reviews to identify vulnerabilities and enhance security measures.

Testing and Monitoring:

- Contractors team shall conduct regular recovery drills to ensure they're prepared and that recovery processes work as intended.
- Contractor shall have advanced monitoring tools in place to detect performance or availability issues immediately, triggering alerts to ensure rapid action.

- 3.5.6 Contractor to load unlimited data sets, support and expansion of usage, and use cases across the City.

3.5.7 Contractor to deploy upgrades in concert with ongoing maintenance and improvements of BuildingBlocks and Slate applications.

4. Major Deliverables

- 4.1 Complete Data Integration and perform recurring data updates.
- 4.2 Complete Application and Data Diagnostics to provide field mapping and data sets and quality assurance testing of front-end BuildingBlocks application.
- 4.3 Contractor to define, configure, automate, and migrate the Slate RRIP, and provide online portal and reporting access. Track rental property portfolios of landlords and streamline the rental registration process for owners, property managers, and City staff.
- 4.4 Deploy BuildingBlocks and Slate applications to the Production Environment and ensure they meet current and future City needs.
- 4.5 Contractor shall host BuildingBlocks and Slate applications and provide ongoing support for the term of the license.
- 4.6 Contractor to provide virtual user training sessions for BuildingBlocks and Slate users.
- 4.7 Contractor shall deliver a mobile and web-based platform within the initial contract year.

5. Criteria of Acceptance for Deliverables

- 5.1 Final Approval Prior to Launch – At the conclusion of data integration, quality assurance testing of the front-end BuildingBlocks application, Slate configurations and migration, and virtual staff training, the Contractor shall provide the City with sign off letters to gain “final approval” to launch.
- 5.2 Final Approval Post Launch – The Contractor shall provide the City a letter which will include a list of any outstanding deliverables with due dates that will remain opened at Launch and be addressed post Launch. The City and Contractor will work together to address outstanding deliverables to ensure that the applications meet current and future City needs. At the conclusion of review/validation of remaining deliverables, the Contractor shall provide the City with Production sign off letters, which verify that both the City and the Contractor believe the platform is ready for live production use by all parties and all specifications are met

6. City Responsibilities

The City will provide:

- Confirm preliminary set of data to include in BuildingBlocks application.
- Access to data or connection(s) to sources/custodians of data.
- Approve/refine documented field mapping assumptions.
- Assistance to define information required for RRIP submissions in Slate Rental Registration application.
- Assistance to define the processes for approving and regulating properties subject to the RRIP.
- Perform testing and provide timely feedback.
- Actively participate in virtual user training.

7. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: OpportunitySpace, Inc
 dba Tolemi
 295 Devonshire Street, 4th Floor
 Boston, MA 02110

City: City of Stockton
 Attn: City Manager
 425 N. El Dorado Street
 Stockton, CA 95202

8. Key Personnel

Almarosa Vargas, Police Services Manager, City of Stockton
 Marina Lemos, Administrative Aide, City of Stockton
 Andrew Kieve, President and Chief Executive Officer

9. Option to Renew.

The term of the Agreement may be extended up to four (4) additional years by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed five (5) years.

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Exhibit B:
Insurance Requirements
(Information Technology)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Automobile insurance is required if the Contractor has employees, or if the Contractor will be driving vehicles while in service to the City of Stockton)*
- 3. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
- 4. Crime/Fidelity Bond** – Insurance no less than **\$1,000,000** per occurrence, covering all officers and employees, for loss of proceeds caused by dishonesty.
- 5. Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual

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property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

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Primary Coverage

For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton**.

Waiver of Subrogation

Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless

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approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Vendor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. **Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. **Entire Agreement, Integration, and Modification.**

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

GOODS AND SERVICES TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the purchase of goods and services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration, or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance, or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

7. Findings Confidential

All the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

8. Right of Inspection

All Deliverables furnished by Contractor must be as specified in Exhibit A and will be subject to inspection and approval of City after delivery. City reserves the right to reject and return, at the risk and expense of Contractor, the portion of any Deliverable which may be defective or fail to comply with specifications in Exhibit A without invalidating the remainder of the Deliverables. If rejected, Deliverable will be held for disposition at the expense and risk of Contractor. Payment for Deliverable prior to inspection shall not constitute acceptance of the Deliverable.

9. Warranty

Contractor warrants that (i) any Deliverable created or performed by Contractor for City under this Agreement will conform to specifications, drawings or samples furnished by City to Contractor for a minimum period of one year, and (ii) any standard Deliverable sold by Contractor to other customers besides City will meet or exceed any of the standards for such types of product in industry, any express or implied warranty stated or

advertised by Contractor or the actual manufacturer of such Deliverable, or any warranties implied by law. Contractor's warranty shall survive delivery of Deliverable and shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverable, or payment, therefore.

10. Ownership

Contractor shall have title to and bear the risk of any loss or damage to the Deliverable until the Deliverable is delivered and accepted by City in conformity with this Agreement. Upon delivery and acceptance, Deliverable delivered by Contractor shall become the exclusive property of City. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, or otherwise use the Deliverable. All artwork, patterns, dies, models, samples, materials, drawings, specifications, technical material, advertising material and any other personal property furnished by City to Contractor, or specifically paid for by City for use in performance of the Agreement, shall be and remain the property of City and said property shall be used only for Deliverables benefiting City. Contractor shall return to City or shall dispose of this property only according to City's instruction.

11. Applicable Laws

Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Contractor label applicable Deliverables accordingly and provide associated Safety Data Sheets ("SDS") to City.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

12. Prevailing Wage

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is

registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

13. Shipping Terms

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Agreement. Contractor shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Deliverables in the safest and most economical manner necessary to meet the delivery date specified in the Agreement. Contractor shall provide an itemized packing list showing the Agreement number with the shipment. Contractor shall include the Agreement number on all packages, boxes, invoices, and shipping documents. Contractor shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Contractor's expense, any shipments not containing the Agreement number or stock numbers as required under this section.

14. Deliveries

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ANY ORDER. If Deliverable is not provided or performed within the times specified in the Agreement, City may cancel the Agreement and hold Contractor liable for damages incurred due to the untimely delivery including, but not limited to, the additional costs resultant from City procuring substitute Deliverables elsewhere.

15. Price and Quantities

Prices and quantities set forth in this Agreement may not be altered by Contractor without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$ 99,000.00 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed ____%.

2. Task Price. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	BuildingBlocks	\$78,000.00
2	Enterprise License	\$ 6,000.00
3	Slate – Rental Registration	\$15,000.00
	TOTAL PRICE	\$99,000.00

5. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit.

Contractor shall invoice the City based on the following implementation milestones. The percentages below represent fractional amounts for the initial contract year.

Milestone	Milestone Activity	Percentage of Payment	Dollar Amount
1.	Execution of agreement, project Kick Off meeting, delivery of the fully scoped implementation plan (including documented integration pathways and the data inventory), City access to the wireframe of the registration portal software	49% of project cost	\$49,000.00
2.	Data Integration, Application and Data Diagnostic, and Slate Configuration	25% of project cost	\$ 25,000.00
3.	Launch – System fully implemented and	26% of project cost	\$ 25,000.00
	TOTAL	100%	\$99,000

Invoices shall be submitted to the address below:
City of Stockton Police Department
Attention: Almarosa Vargas Fawal
22 East Weber Avenue, Room 350
Stockton, CA 95202

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

1.1.1 Phase 1 (Data Integration) - Within 16 weeks of kick-off date.

1.1.2 Phase 2 (Application/Data Diagnostic) - Within 16 weeks of kick-off date.

1.1.3 Phase 3 (Slate Configuration) – Within 4 weeks of kick-off date, running concurrently with Phases 1 and 2.

1.1.4 Phase 4 (Launch) - Within 16 weeks of kick-off date.

1.1.5 Phase 5 (Host/Support) – Post Launch for the term of the contract

EXHIBIT G

Not applicable.

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**Service Level Agreement pertaining to the Agreement between the City of Stockton, California ("Client"),
and OpportunitySpace, Inc. (DBA "Tolemi")**

Monthly Uptime Percentage

Tolemi shall use all reasonable commercial efforts, being no less than accepted industrial standards in this regard, to ensure that the application is available to you 99.5% of the time in any calendar month.

Notifications to Client

Tolemi shall provide proactive notifications to Client regarding scheduled downtime for system maintenance and system upgrades and enhancements. Tolemi shall provide Client with at least seven (7) calendar days' prior written notice of any scheduled outages; such notices shall include the date of outage and the start and stop times of the outage.

Issue resolution

Upon receipt of telephone, in-app chat, or written notice from Client specifying a problem, and upon receipt of such additional information as Tolemi may request, Tolemi shall respond as described below to resolve reported and reproducible errors in the software so that it operates as specified in this Schedule. When Client communicates a support issue(s), it will classify the issue(s) along one of the following Severity Levels, and Tolemi guarantees the corresponding Response Time:

Severity Level	Description	Response Time
Fatal – P0	All users and critical functions affected. Service completely unavailable	3 hours
Severe – P1	Large number of users or critical functions affected	6 hours
Medium – P2	Limited users or functions affected. Business processes can continue	12 hours
Minor -P3	Few users or one user affected. Business processes can continue	24 hours

Hours of operation

This Service Level Agreement and all times references therein are applicable during normal business hours, which are between 6:00 AM Pacific and 4:00 PM Pacific.

CLEAR FORM

**CITY OF STOCKTON
ADMINISTRATIVE SERVICES
PROCUREMENT DEPARTMENT
JUSTIFICATION FOR SOLE SOURCE, SOLE BRAND OR SINGLE AVAILABLE SOURCE
PROCUREMENT FORM**

Justification for:	<input checked="" type="checkbox"/> Sole Source	Good, technology, or service is available from only one vendor/source
	<input type="checkbox"/> Sole Brand	Bids will be solicited for specified brand only
	<input type="checkbox"/> Single Available	Department selects single vendor over others
Transaction Type, Frequency & Criteria:	<input type="checkbox"/> Goods	<input type="checkbox"/> One Time <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Pilot
	<input checked="" type="checkbox"/> Service	<input type="checkbox"/> OEM/Proprietary <input type="checkbox"/> Compatibility <input type="checkbox"/> Continuity
	<input type="checkbox"/> Technology	
Documentation Attached: <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Budgeted Funds <input type="checkbox"/> Grant Award* <input type="checkbox"/> Special Funds	Request is: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <i>(If this is a renewal, new documentation is required to be attached to and submitted with the form)</i>

Requested Contractor Name or Sole Brand Item Name:	OpportunitySpace, Inc. (d/b/a "Tolemi")	
Vendor Address:	295 Devonshire Street, 4th Floor, Boston, MA 02110	
Price (Estimated):	99,000.00	
Approved Period: <i>(Valid for one year unless associated with a multi-year agreement.)</i>	Start Date:	End Date:
	01/01/2025	12/31/2025

SECTION A: JUSTIFICATION - SOLE/SINGLE SOURCE: (Use additional sheets, as necessary)

1. Briefly describe what specific good(s) and/or service is needed and why it is needed.
Please see attached.
2. Why is this procurement restricted to this good/service supplier?
Please see attached.
3. Describe the uniqueness of the procurement.
Please see attached.
4. What are the consequences of not purchasing the good(s) and/or service or contracting with the proposed supplier? Provide any applicable documentation to support statements.
Please see attached.
5. What market research, including evaluation of other items, was conducted to substantiate no competition?
Please see attached.

SECTION B: JUSTIFICATION OF A SOLE BRAND: A valid sole-brand justification allows procurement to process a competitive solicitation with the insertion of "no substitute" after the good is specified by brand name, model number, or some other designation identifying a specific good of a manufacturer (Attach additional sheets, as necessary).

1. Describe the commodity, technology or item needed to meet your requirement and why it is needed. Include the brand name, manufacturer, and model number. If needed for compatibility purposes, provide the manufacturer and model number of your existing equipment.

N/A

2. What are the unique performance features/factors of the product specified that are essential to your requirements and that are not available in any other product or brand? (List the major features/capabilities of the product that are required.)

N/A

3. Please provide a brief, yet technical explanation as to why these features are essential and required.

N/A

4. What competing brands were investigated and examined (e.g. products with similar capabilities, list specific brands/models of competitors)? Why are these products being rejected (e.g. how did they not meet some or all of the features requirements listed in items 3)? What other suppliers did you contact? (Please include company names and address.)

N/A

SECTION C: PRICE ANALYSIS (If applicable)

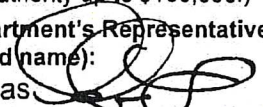
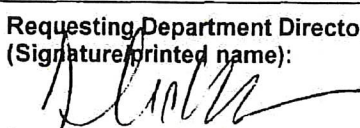
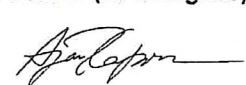

1. How was the price offered determined to be fair and reasonable? (Attach additional sheets, as necessary.)

Please See attached

2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier. (Attach additional sheets, as necessary.)

Please see attached

NOTE: Justification requests submitted without adequate information in support of limiting competitive bidding will be returned to the originating department. For the purposes of this statement, "adequate" is defined as substantive information or data. Any missing information may delay the processing of this request or result in the return of this form to the originating department.

SECTION D: REQUESTING DEPARTMENT'S CERTIFICATION:	
<p>I am aware of the City of Stockton requirements set forth in the City of Stockton Charter, Municipal Code and Purchasing Manual for competitive bidding and the requirement for justification of a sole/single available source purchase request. Procurement reserves the right to competitively bid, negotiate pricing or to solicit additional information. As an approved department representative, I have gathered technical information and made a diligent effort to review comparable/equal good or service, and sources for this purchase as documented. I hereby certify the validity of the information contained herein and feel confident the justification for sole/single available source meets the criteria and is accurate. I understand that this request and supporting documentation may be subject to audits and protests and that I may be called upon to appear to justify this request. This action is also governed by the legal authority per SMC 3.68.060 (City Manager delegated contracting authority up to \$100,000.)</p>	
<p>Name of Requesting Department: Police Department</p>	<p>Requesting Department's Representative (Signature/printed name): Almarosa Vargas </p>
<p>Requesting Department Director (Or Designee) (Signature/printed name):  Jeanetta McDonald, Police Services Administrator</p>	<p>APPROVED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Date: 12/4/24</p>	<p>If no, briefly state reason:</p>
<p>*FEDERAL RESOURCE: NON-COMPETITIVE PROPOSALS CHECKLIST*</p>	
<p>DEPARTMENT MUST SELECT AT LEAST ONE (1) IF FEDERAL FUNDS ARE USED.</p> <p><input type="checkbox"/> 1. Item is only available from single source;</p> <p><input type="checkbox"/> 2. After solicitation of several documented sources competition is determined to be inadequate;</p> <p><input type="checkbox"/> 3. Federal or State pass-through entity expressly authorizes use of this method in response to a written request; and</p> <p><input type="checkbox"/> 4. A public emergency or exigency exists that will not permit delay resulting from competitive solicitation.</p>	
<p>ADMINISTRATIVE SERVICES</p>	<p>APPROVED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Chief Financial Officer (Or Designee) Signature: </p>	<p>If no, briefly state reason:</p>
<p>Date: 1/7/25</p>	
<p>CITY MANAGER</p>	
<p>City Manager (Or Designee) Signature: </p>	<p>COMMENTS:</p>
<p>Date: 11/9/25</p>	
<p>CITY COUNCIL APPROVAL (Required if Sole/Single Available Source exceeds \$100,000)</p>	
<p>Resolution/Motion Number:</p>	<p>Date:</p>

SECTION A: JUSTIFICATION - SOLE/SINGLE SOURCE:

1. *Briefly describe what specific good(s) and/or service is needed and why it is needed.*

The Stockton Police Department proposes to procure the Tolemi software platform, BuildingBlocks, Enterprise License, and Rental Registration, for the Neighborhood Services Section (NSS) to bolster proactive code enforcement efforts. The Tolemi software platform provides crucial features that support data analysis and informed decision-making in municipal contexts. Specifically, Tolemi will enhance the department's capabilities in four key areas:

- a. **Rental Property Registration and Management:** Tolemi streamlines the registration process for landlords, provides automated alerts for renewals and potential violations, and offers a comprehensive database of rental properties for efficient management and proactive outreach. This functionality allows the city to maintain accurate records, ensure compliance, and improve communication with landlords.
- b. **Rental Property Identification:** Through machine learning and access to numerous data sources, Tolemi proactively identifies potential rental properties, even those not formally registered. This allows the city to expand its outreach and ensure all rental properties are properly accounted for and meet safety standards.
- c. **Vacant Property Identification:** Tolemi employs advanced algorithms to identify vacant and foreclosed properties, enabling proactive monitoring and intervention to prevent issues like squatting, vandalism, and neighborhood blight. This helps maintain property values and enhance community safety.
- d. **Vacant Property Registration:** The platform facilitates the registration and tracking of vacant properties, allowing the city to monitor their status, contact owners, and address potential safety or code violations. This proactive approach helps mitigate risks associated with vacant properties and promotes neighborhood stability. This aspect of the program is a top priority for council members as well.

In addition to these functionalities, the platform offers capabilities such as machine learning and predictive modeling, feedback loops and field validation, proprietary identity-linking algorithms, custom-derived property and identity attributes, and extraction and aggregation of disparate data. These features enable efficient data consolidation, analysis, and visualization for informed decision-making in municipal operations.

2. *Why is this procurement restricted to this good/service supplier?*

This procurement is exclusively for OpportunitySpace, Inc. (doing business as "Tolemi") as they are the sole provider of the Tolemi software platform. Tolemi's unique capabilities are unmatched by any other vendor in the market. This exclusivity is driven by several key factors:

- a. **Advanced Machine Learning and Predictive Modeling:** Tolemi leverages machine learning and predictive modeling, drawing on over 500 datasets spanning a decade and encompassing numerous municipalities. This extensive data foundation enables highly accurate predictions and insights, informing proactive code enforcement strategies.
- b. **Refined Feedback Loops and Field Validation:** Over the past five years, Tolemi's models have been continuously refined through feedback loops and field validation by municipal staff. This iterative process ensures the platform's accuracy and effectiveness in real-world scenarios.
- c. **Proprietary Identity-Linking Algorithm:** A core differentiator is Tolemi's proprietary identity-linking algorithm. This algorithm connects property owners, managers, utility bill payers, and other relevant individuals associated with a property, providing a comprehensive view of stakeholders for more effective enforcement and communication.
- d. **Custom-Derived Property and Identity Attributes:** Tolemi generates custom-derived property and identity attributes by combining data from various sources. This creates unique insights, such as identifying suspected rental properties, vacant lots, and individual owner property counts, enabling targeted interventions.
- e. **Comprehensive Data Extraction and Aggregation:** The platform excels at extracting and aggregating data from disparate municipal systems. This consolidation of information provides a holistic view of properties, facilitating informed decision-making and efficient code enforcement.

These combined features make the Tolemi software platform a truly unique and irreplaceable solution for the needs of the NSS.

3. *Describe the uniqueness of the procurement.*

The Tolemi software platform, developed and sold exclusively by OpportunitySpace, Inc., represents a unique procurement opportunity for the City of Stockton (COS) due to its sole source status. No other vendor currently offers a comparable solution with the same comprehensive functionalities and performance standards. Several key features distinguish Tolemi and solidify its position as an irreplaceable solution for the (NSS):

- a. **Unparalleled Data Integration and Analysis:** Tolemi leverages machine learning and predictive modeling, incorporating a vast amount of historical data from numerous municipalities, dating back up to ten years. This extensive data foundation, encompassing over 500 datasets, enables highly accurate predictions and insights, informing proactive code enforcement strategies and facilitating data-driven decision-making.
- b. **Continuous Improvement through Feedback and Validation:** Tolemi's feedback loops and field validation processes, honed over five years of real-world use by municipal staff, ensure the software is constantly refined and adapted to address

evolving challenges. This iterative improvement process guarantees the platform's accuracy and effectiveness in practical applications.

- c. **Proprietary Identity-Linking Algorithm for Enhanced Insights:** A core differentiator is Tolemi's proprietary identity-linking algorithm, which connects related individuals and entities associated with properties. This provides valuable insights into complex ownership structures, allowing for more effective communication, targeted interventions, and improved enforcement outcomes.
- d. **Customizable Attributes and Comprehensive Data Aggregation:** Tolemi offers custom-derived property and identity attributes, enabling the creation of unique identifiers and classifications based on a combination of data sources. This, coupled with the platform's ability to extract and aggregate data from various municipal systems, provides a holistic view of properties and facilitates informed decision-making.
- e. **Advanced Spatial Analysis and User-Defined Scoring:** Tolemi empowers users to conduct advanced spatial queries without the need for specialized GIS software or training. This accessibility, combined with support for user-defined scoring models, allows for sophisticated analysis and prioritization of code enforcement efforts.

This combination of features makes Tolemi a truly unique and essential tool for the Neighborhood Services Section, enabling proactive code enforcement, data-driven decision-making, and improved community outcomes.

4. *What are the consequences of not purchasing the good(s) and/or service or contracting with the proposed supplier?*

Failing to acquire the Tolemi software would have significant repercussions for the COS's NSS, hindering its ability to effectively serve the community and address critical code enforcement challenges. Without Tolemi, the section would continue to grapple with several key issues:

- a. **Data Silos and Integration Challenges:** The absence of a centralized platform like Tolemi would perpetuate existing data silos, making it difficult to access and analyze information from various sources. This would hinder the identification of trends, patterns, and problem properties, leading to reactive rather than proactive enforcement efforts.
- b. **Inefficient and Time-Consuming Processes:** Manual data entry, analysis, and reporting would persist, consuming valuable staff time and resources. This would limit the section's capacity to conduct timely inspections, respond to complaints, and address violations efficiently.
- c. **Limited Visibility into Problem Properties:** The lack of Tolemi's advanced data analysis and predictive modeling capabilities would hamper the city's ability to identify and prioritize problem properties. This could lead to delayed interventions, escalating issues, and potential risks to community safety and well-being.

- d. **Reduced Situational Awareness for Police Officers & Code Enforcement Officers:** Police officers & Code Enforcement Officers would lack access to real-time property data and insights provided by Tolemi. This could compromise their safety and effectiveness when responding to incidents, as they may be unaware of potential hazards or relevant historical information associated with a property.
- e. **Hindered Community Engagement and Transparency:** The absence of Tolemi's public portal would limit opportunities for residents to report concerns, access information, and collaborate with the city on neighborhood improvement efforts. This could erode public trust and hinder community engagement in addressing code enforcement issues.

Ultimately, not procuring Tolemi would result in missed opportunities for proactive intervention, decreased efficiency, and a potential increase in community safety risks. The city's ability to address code enforcement challenges effectively, enhance community safety, and promote resident satisfaction would be significantly compromised.

5. *What market research, including evaluation of other items, was conducted to substantiate no competition?*

Several factors contribute to Tolemi's sole source status. Its advanced features, including machine learning, predictive modeling, feedback loops, and a proprietary identity-linking algorithm, differentiate it from other vendors. Tolemi also offers custom-derived property and identity attributes and excels at extracting and aggregating data from various sources. These functionalities are crucial for proactive code enforcement, allowing for efficient identification and management of properties, including rental and vacant properties.

To further solidify Tolemi's standing as a sole source provider, the city conducted extensive research to confirm the lack of comparable alternatives. This included a thorough review of industry publications and databases, which yielded no comparable solutions. Additionally, consultations with industry experts at code enforcement agencies and software providers, including discussions at the International Code Council (ICC) and California Association of Code Enforcement Officers (CACEO) conferences, further validated the absence of comparable alternatives in the market. This comprehensive research effort reinforces the understanding that Tolemi offers a unique set of functionalities currently unavailable from any other vendor.

Specifically, Tolemi's capabilities in rental property and vacant property management are unmatched. The platform allows for efficient registration and tracking of these properties, automated alerts for new vacancies and foreclosures, and proactive identification of potential problem properties. These features enable the city to maintain accurate records, ensure compliance, and address potential issues proactively, ultimately contributing to safer and more stable neighborhoods.

SECTION C: PRICE ANALYSIS*1. How was the price offered determined to be fair and reasonable?*

Several factors support the fairness of the price offered for the Tolemi software platform. As a sole source product developed and sold exclusively by OpportunitySpace, Inc., there are no direct competitors offering comparable solutions, making direct price comparisons challenging. However, the platform's unique and advanced features, including machine learning, predictive modeling, and proprietary algorithms, justify a higher price due to their potential benefits. Additionally, Tolemi can lead to potential cost savings through increased efficiency, proactive intervention, and improved resource allocation. These potential cost savings, along with the platform's potential to improve efficiency, enhance situational awareness, and reduce administrative burden for NSS, contribute to the overall value proposition and support the fairness and reasonableness of the price.

2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

Acquiring Tolemi offers several potential cost-saving benefits for NSS. The platform streamlines processes, automates tasks, and centralizes data, increasing efficiency and reducing staff time spent on manual data management. Tolemi's proactive identification of potential code violations and high-risk properties allows for timely intervention, potentially avoiding costly escalations and legal expenses. By providing valuable data and insights into property trends, Tolemi facilitates informed decision-making and resource allocation, optimizing the use of city resources. Enhanced situational awareness for officers through real-time access to property data can reduce risks and associated costs related to officer safety. Finally, Tolemi's online portal and automated features reduce the administrative burden associated with tasks like rental property registration and vacant property monitoring, streamlining processes and minimizing manual effort. In summary, Tolemi offers potential cost savings through increased efficiency, proactive intervention, improved resource allocation, enhanced situational awareness, and reduced administrative burden. NSS staff are pursuing a one (1) year contract for the purpose of testing the new software and determining its effectiveness in meeting NSS objectives.



OpportunitySpace, Inc. (d/b/a "Tolemi")
 295 Devonshire Street, 4th Floor
 Boston, MA 02110

November 18, 2024

Attention: Almarosa Vargas
 22 E. Market Street
 Stockton, CA 95202

RE: Sole source designation

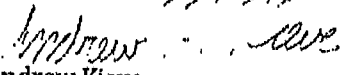
Dear Almarosa:

This letter is to confirm that the Tolemi software platform is a sole source product, developed and sold exclusively by OpportunitySpace, Inc, d/b/a "Tolemi". Specific aspects of the platform that, taken collectively, warrant its sole source status are:

- Machine learning and predictive modeling incorporating over 500 data sets dating back up to ten years from across dozens of municipalities
- Feedback loops and field validation by municipal staff to verify and hone models over the past five years
- Proprietary identity-linking algorithm that connects related property owners, property managers, utility bill payers, and other identities associated with parcel records
- Set of custom-derived property and identity attributes (e.g. Suspected Rental, Vacant Lot, Owner Property Count) based on advanced combinations of cross-departmental and external data sources
- Extraction and aggregation of disparate spatial and non-spatial data sets from across municipal systems, databases, and software into a single, spatially-enabled web application
- Data transformation and validation of over 24 billion records through a proprietary extract, transform, load tool ("Swarm") developed internally specifically to consolidate, standardize, and spatially-join municipal data
- Refinement of Swarm and supporting business processes to address the unique challenges associated with aggregation of municipal data, including but not limited to disparate location identifiers, parent-child parcel relationships, and closed systems
- Capability to run advanced spatial queries outside of GIS software and without GIS training; and
- User-defined scoring models at the parcel- or area- (e.g. neighborhood, block group) level.

If you require additional information, please contact me directly at (857) 366-1666 or Andrew@tolemi.com.

Sincerely,


 Andrew Kieve
 President and Chief Executive Officer
 Tolemi

Scope of Work

This Scope of Work outlines the deployment of Tolemi's mobile and web-based applications for the City of Stockton, California ("City"), including associated roles, responsibilities, activities, and deliverables.

Tolemi	City
OpportunitySpace, Inc. (d.b.a "Tolemi") 295 Devonshire St. 4th Floor Boston, MA 02110 T: 800-535-2329 E: info@tolemi.com	City of Stockton, California Police Department 22 E. Market St. Stockton, CA 95202

I. Objectives

The City is acquiring the BuildingBlocks data integration & insights application and the Slate workflow automation application, along with associated services, to meet certain objectives:

- Increase compliance with the City's Residential Rental Inspection Program ("RRIP") and business license requirements for three or more rental unit properties
- Track rental property portfolios of landlords across LLC's and other business entities to proactively enforce housing codes
- Adopt a more preventative approach to ensure safe and stable housing for City residents
- Streamline the registration process for owners, property managers, and City staff

II. Deployment of Services and Ongoing Support

Tolemi will work with the City's designated points of contact to deploy BuildingBlocks and Slate. Tolemi will ensure that the applications meet current and future organization needs.

Key program phases, activities, and timing are detailed below. These are subject to change based on the ability of Tolemi to secure access and/or connections to sources of data, to solicit feedback/direction from the City, and to gain final approval to launch. Phases may occur concurrently.

Phase 1: Data Integration

- Tolemi and the City to confirm preliminary set of data to include in BuildingBlocks
- City to provide Tolemi access to data or connection(s) to sources/custodians of data
- Tolemi to perform preliminary data audit, geolocation/spatial join, and field mapping to BuildingBlocks application data standard
- Tolemi to integrate data from specified systems and to establish schedule for recurring data updates

Phase 2: Application & Data Diagnostic

- Tolemi to provide documentation of field mapping assumptions for the City's approval and refine according to the City's input
- Tolemi to perform comprehensive application diagnostic to evaluate, reconcile, and validate disparate data sets



- Tolemi to execute quality assurance testing of the front-end BuildingBlocks application

Phase 3: Slate Configuration

- Tolemi and City to define information required for RRIP submissions
- Tolemi to configure the citizen-facing application portal, including payment of required fees
- Tolemi and City to define the processes for approving and regulating properties subject to the Rental Registration Program
- Tolemi to configure the Slate to automate and support the approval and regulation processes
- City to perform testing on initial configuration of Slate and provide feedback to Tolemi
- Tolemi to refine configuration based on City's feedback
- Tolemi to migrate existing registrations into the Slate application

Phase 4: Launch

- Tolemi to deploy BuildingBlocks and Slate to production environment
- Tolemi to provide user training, including one-on-one or small-group onboarding sessions for BuildingBlocks and Slate users as requested by City

Phase 5: Hosting & Support (Ongoing for Term of License)

- Tolemi to host the BuildingBlocks and Slate applications and the underlying database
- Tolemi to provide ongoing customer support via channels including telephone, email, and online chat
- Tolemi to load unlimited additional data sets, as specified by the City, to support an expansion of usage and use cases across the City
- Tolemi to deploy upgrades in concert with ongoing maintenance and improvements of the BuildingBlocks and Slate applications

Tolemi will advise the City in advance of any major changes to this working schedule.

III. Term of Engagement

This Scope is effective as of the date of execution of the Agreement between Tolemi and the City and will continue for a period of TWELVE MONTHS.

Tolemi expects to the completion of Phase 1 and Phase 2 within 16 weeks from the date of the initial kickoff call. This timeline is subject to change based the ability of Tolemi to secure access and/or data, to solicit feedback & direction from the City, and to gain the requisite approval to launch.

Ongoing web hosting, support, data loading, system maintenance, and upgrades will extend through the period of the Agreement. Continued access to BuildingBlocks and support beyond the expiration of this Term is subject to a renewed license fee due at expiration of TWELVE MONTHS from the date of execution of this Agreement.

OpportunitySpace Inc., dba Tolemi
 295 Devonshire Street, 4th Floor
 Boston, MA 02110
 Phone: 857-366-1666
 Email: info@tolemi.com

Quote Date: 11/01/2024
 Expiration Date: 12/31/2024
 Quote #: STOCCA001

FOR:

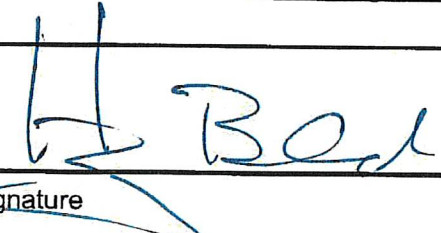
City of Stockton, CA
 Police Department
 22 E. Market Street
 Stockton, CA 95202

ITEM	PRICE	QTY	TOTAL
1Y BuildingBlocks + Enterprise License <i>One year access to software platform for data integration and insights, including suspected rental identification, suspected vacant identification, single sign-on integration, and unlimited user licenses</i>	\$84,000.00	1	\$84,000.00
1Y Slate - Rental Registration <i>One year access to online rental registration application portal, workflow automation for registration review/approval, inspection scheduling module, payment processing and reporting</i>	\$15,000.00	1	\$15,000.00

Total \$99,000.00

OTHER COMMENTS:

1. Cost for maintenance and support for subsequent years is \$99,000.00 per year.
2. Contact Andrew Kieve, andrew@tolemi.com, with any questions.

 1/8/25
 Signature Date

OpportunitySpace Inc., dba Tolemi
 295 Devonshire Street, 4th Floor
 Boston, MA 02110
 Phone: 857-366-1666
 Email: info@tolemi.com

Quote Date: 11/01/2024
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FOR:
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